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Form NLRB - 601 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
31-CA-091918	10-22-12

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Inland Counties Regional Center, Inc.		b. Tel. No. 909-890-3000
		c. Cell No.
d. Address (street, city, state ZIP code) 1365 S. Waterman Avenue San Bernardino, CA 92048	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) San Bernardino, CA
i. Type of Establishment (factory, nursing home, hotel) Social Services	j. Principal Product or Service Developmental Disability Services	k. Number of workers at dispute location 50
l. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) and (4) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the past six months, the Employer, by (b) (6), (b) (7)(C) has interfered with employees' rights to participate in NLRB Investigations.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Service Employees International Union, Local 721		
4a. Address (street and number, city, state, and ZIP code) 1545 Wilshire Blvd. Los Angeles, CA 90017		4b. Tel. No. 213-368-8660
		4c. Cell No.
		4d. Fax No. 213-380-3996
		4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. 818-973-3257
By:  (signature of representative or person making charge)	Erica Deutsch, Esq. Print Name and Title Bush Gottlieb Singer Lopez Kohanski Adelstein & Dickinson	Office, if any, Cell No. 818-973-3257
Address: 500 N. Central Ave., Suite 800 Glendale, CA 91203	Date: 10/22/2012	Fax No. 818-973-3201
		e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1-704345142

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
31-CA-091918	12-5-12

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer INLAND COUNTIES REGIONAL CENTER, INC.		b. Tel. No. (909)890-3000
d. Address (street, city, state ZIP code) 1365 S WATERMAN AVE, SAN BERNARDINO, CA 92408-2804		c. Cell No.
e. Employer Representative (b) (6), (b) (7)(C)		f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) San Bernardino, CA
i. Type of Establishment (factory, nursing home, hotel) Social Services	j. Principal Product or Service Development Disability Services	k. Number of workers at dispute location 50

1. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) and (4) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the past six months, the Employer, by (b) (6), (b) (7)(C) has interfered with employees' rights to participate in NLRB investigations.

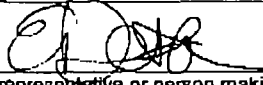
On or about August 24, 2012, while meeting with employees in (b) (6), (b) (7)(C) office, (b) (6), (b) (7)(C) threatened employees with loss of retirement benefits in violation of 8(a)(1) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

4a. Address (street and number, city, state, and ZIP code) 1545 WILSHIRE BLVD, LOS ANGELES, CA 90017-4501	4b. Tel. No. (213)368-8660
	4c. Cell No.
	4d. Fax No. (213)380-8040
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (818)973-3257
By: 	Erica Deutsch, Esq.	Office, if any, Cell No. (818)973-3257
(signature of representative or person making charge)	Print Name and Title Bush Gottlieb Singer Lopez Kohanski Adelstein & Dickinson	Fax No. (818)973-3201
Address: 500 N. Central Ave., Ste 800 Glendale, CA 91203	Date:	e-Mail

YPing

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Inland Counties Regional Center, Inc.

Cases 31-CA-091918, 31-CA-085241,
and 31-CA-082943

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTERS AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 1365 S. Waterman Avenue, San Bernardino, California 92408, and 1401 Iowa Avenue, Riverside, California 92507. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING — The Charged Party will also post a copy of the Notice in English, and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICES — The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities located at 1365 S. Waterman Avenue, San Bernardino, California 92408, and 1401 Iowa Avenue, Riverside, California 92507. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 31 of the National Labor Relations Board in Cases 31-CA-091918, 31-CA-085241, and 31-CA-082943." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at Danielle.Pierce@nlrb.gov

READING OF NOTICE — The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, in the

presence of a Board agent (or if the Regional Director decides that it is appropriate to do so, a Board agent will read the Notice in the presence of a responsible management official of the Charged Party). The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The Notice will be read in the following languages: English.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the following allegations in the above-captioned case(s), and does not settle any other case(s) or matters.

- On or about June 13, 2012, the Employer, through (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) violated Section 8(a)(1) of the Act by threatening employees with the elimination or reduction of their retiree medical plan benefits.
- On or about June 13, 2012, at a mandatory employee meeting, the Employer, through (b) (6), (b) (7)(C) violated Section 8(a)(1) of the Act by telling employees that if the Union wants members to go on strike, members must go on strike.
- On or about June 13, 2012, at a mandatory employee meeting, the Employer, through (b) (6), (b) (7)(C) violated Section 8(a)(1) of the Act by telling employees that if employees go on strike, the Employer will replace them.
- On or about (b) (6), (b) (7)(C) 2012, the Employer, through (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) interfered with employees' rights to participate in investigations of the National Labor Relations Board in violation of Section 8(a)(1) of the Act by contacting subpoenaed employees on the day they were giving Board affidavits.
- On or about (b) (6), (b) (7)(C) 2012, the Employer, through (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) interfered with employees' rights to participate in investigations of the National Labor Relations Board in violation of Section 8(a)(1) of the Act by questioning employees about discussions they may have had with agents of the Board.
- On or about August 24, 2012, while meeting with employees in (b) (6), (b) (7)(C) office, (b) (6), (b) (7)(C) violated Section 8(a)(1) of the Act by threatening employees with loss of retirement benefits.

(b) (6), (b) (7)(C)

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether the General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes (b) (6), (b) (7)(C) No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the

complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party		Charging Party	
(b) (6), (b) (7)(C)	DNAL	SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721	
	Date	By: Name and Title	Date
	3-21-13	As/ Erica Deutsch, Counsel	3/29/13
Recommended By:	Date	Approved By:	Date
Yanina Palencia Field Attorney	3-29-13	Mori Dam Rubin Regional Director, Region 31	3/29/13

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT interfere with employees' right to participate in investigations of the National Labor Relations Board ("NLRB") by contacting employees who have been subpoenaed by the NLRB on the day they have been subpoenaed to give affidavits.

WE WILL NOT question you about discussions you may have had with agents of the NLRB.

WE WILL NOT threaten you with loss of retirement benefits, including retiree medical plan benefits, if you choose to be represented by the Service Employees International Union, Local 721 ("Union") or any other union, support a union, or because the Union has filed a petition to represent employees.

WE WILL NOT tell you that if the Union wants members to go on strike, members must go on strike.

WE WILL NOT tell you that if employees go on strike, we will replace them.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

INLAND COUNTIES REGIONAL CENTER, INC.

(b) (6), (b) (7)(C)

Dated: 3-21-13

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially

(b) (6), (b) (7)(C)

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to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone:

Hours of Operation:



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 31
11150 W OLYMPIC BLVD
STE 700
LOS ANGELES, CA 90064-1825

Agency Website: www.nlrb.gov
Telephone: (310)235-7351
Fax: (310)235-7420

February 27, 2013

IVAN D. SMITH, ESQ.
LEWIS BRISBOIS BISGAARD & SMITH LLP
77 WATER ST., 21ST FL
NEW YORK, NY 10005-4401

Re: Inland Counties Regional Center, Inc.
Case 31-CA-091918

Dear Mr. Smith:

This is to advise that I have approved the withdrawal of the portion of the charge that alleges that the Employer violated Section 8(a)(4) of the Act.

This action does not in any way affect the remaining allegations that the Employer violated Section 8(a)(1) of the Act by the following conduct:

- Within the past six months, the Employer, by (b) (6), (b) (7)(C), has interfered with employees' rights to participate in NLRB investigations.
- On or about August 24, 2012, while meeting with employees in (b) (6), (b) (7)(C) office, (b) (6), (b) (7)(C) threatened employees with loss of retirement benefits in violation of 8(a)(1) of the Act.

These allegations remain subject to further processing.

Very truly yours,

/s/ Brian D. Gee

Brian D. Gee
Acting Regional Director

cc: (b) (6), (b) (7)(C)
INLAND COUNTIES REGIONAL CENTER, INC.
1365 S WATERMAN AVE
SAN BERNARDINO, CA 92408-2804

ERICA DEUTSCH, ATTORNEY AT LAW
BUSH GOTTLIEB SINGER LOPEZ KOHANSKI
ADELSTEIN & DICKINSON
500 N CENTRAL AVE., STE 800
GLENDALE, CA 91203-3345

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
1545 WILSHIRE BLVD
LOS ANGELES, CA 90017-4501